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8 Attorney for Plaintiff

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

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IN RE: RODERICK DELOS REYES AND  
JOCELYN DELOS REYES,  
Debtors.

Case No. 10-22310-MM7

Chapter 7

FIRST NATIONAL BANK OF OMAHA,  
Plaintiff,  
v.  
RODERICK DELOS REYES,  
Defendant.

**COMPLAINT SEEKING  
EXCEPTION TO DISCHARGE  
PURSUANT TO 11 U.S.C.  
§523(a)(2)(A) AND/OR  
§523(a)(2)(C)**

Adv. No. 11-\_\_\_\_\_  
Hon. Margaret M. Mann

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The Plaintiff, First National Bank of Omaha, by its attorney, for its Complaint against the Defendant, alleges as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §1334 and §157, and this matter is a core proceeding pursuant to 28 U.S.C. §157.

2. The Debtors filed a Petition, and an Order for Relief was entered under 11 U.S.C. Chapter 7 on December 21, 2010.

3. At all times mentioned herein, the Defendant, Roderick DeLos Reyes, had possession of a First National Bank of Omaha credit account, number xxxx-xxxx-xxxx-1198, which account the Defendant opened in October 2008.

1       4. On August 11, 2010, the account was in good standing and  
2 the balance on the abovementioned account was \$3,866.30.

3       5. Between August 12, 2010 and November 10, 2010, the  
4 Defendant made purchases and took cash advances on this account  
5 totaling \$11,064.46, maxing out the account's credit limit. See  
6 copies of account statements, attached hereto and incorporated  
7 herein, marked Exhibit A.

8       6. The Defendant's charges set forth in Exhibit A, included  
9 but were not limited to: cash advances totaling \$2,400.00; a  
10 charge to GEICO in the amount of \$1,663.70; charges at WalMart  
11 totaling \$1,098.48; and a charge at the Apple Store in the amount  
12 of \$734.45. See copies of account statements, attached hereto and  
13 incorporated herein, marked Exhibit A.

14       7. In January 2009 and September 2009, prior to the  
15 Defendant incurring all of the abovementioned \$11,064.46 in  
16 charges on this account, two of the Debtors' real properties were  
17 sold at short sales. See Debtors' sworn Statement of Financial  
18 Affairs, response to Question No. 4.

19       8. On June 3, 2010, prior to the Defendant incurring all of  
20 the abovementioned \$11,064.46 in charges on this account, the  
21 Debtors' 2007 Mercedes Benz was repossessed or returned. See  
22 Debtors' sworn Statement of Financial Affairs, response to  
23 Question No. 5.

24       9. On September 1, 2010, within twenty days of the Defendant  
25 making over \$900.00 of the abovementioned charges, and even prior  
26 to the Defendant making over \$10,000.00 of the abovementioned  
27 charges on this account, the Debtors paid their attorney towards  
28 //

1 bankruptcy filing fee and/or bankruptcy legal fees. See Debtors'  
2 sworn Statement of Financial Affairs, response to Question No. 9.

3 10. On November 21, 2010, only eleven days after the  
4 Defendant made the last charge on this account, the Debtors  
5 obtained Certificates of Counseling in furtherance of Sections  
6 109(h) and 111 of the Bankruptcy Code.

7 11. On December 21, 2010, within ninety days of the  
8 Defendant making over \$6,000.00 of the abovementioned charges on  
9 this account, the Debtors' Chapter 7 bankruptcy was actually filed  
10 with the Court.

11 12. To the extent that the Defendant incurred luxury good  
12 purchases or services aggregating more than \$600.00 within ninety  
13 days of filing this Chapter 7 bankruptcy and/or took cash advances  
14 aggregating more than \$875.00 within seventy days of filing this  
15 Chapter 7 bankruptcy, said luxury good purchases or services  
16 and/or cash advances are presumed nondischargeable pursuant to 11  
17 U.S.C. §523(a)(2)(C).

18 13. Pursuant to the Debtors' sworn Statement of Financial  
19 Affairs, in the year prior to and up through the Debtors'  
20 bankruptcy filing, the Debtors did not suffer any losses from  
21 fire, theft, or gambling.

22 14. Pursuant to the Debtors' sworn Statement of Financial  
23 Affairs, for the two years prior to the Debtors' bankruptcy  
24 filing, the Debtors did not receive income from any source other  
25 than from their employment.

26 15. Pursuant to the Debtors' sworn Schedule I, the Debtor-  
27 Husband has been employed by Lot Management for three years prior  
28 //

1 to his filing bankruptcy, and at the time of the bankruptcy  
2 filing, he was employed by Lot Management as a territory manager.

3 16. Pursuant to the Debtors' sworn Schedule I, the Debtor-  
4 Wife has been employed by Child Youth Programs for seventeen years  
5 prior to her filing bankruptcy, and at the time of the bankruptcy  
6 filing, she was employed by Child Youth Programs as a teacher's  
7 aide.

8 17. Pursuant to the Debtors' sworn Schedule I, the Debtors'  
9 monthly net income was approximately \$6,996.82.

10 18. Pursuant to the Debtors' sworn Schedule I, there are no  
11 increases or decreases in income anticipated to occur within the  
12 year following the Debtors' bankruptcy filing.

13 19. Pursuant to the Debtors' sworn Schedule J, the Debtors'  
14 average monthly household living expenses were approximately  
15 \$7,018.94.

16 20. Pursuant to the Debtors' sworn Schedule J, there are no  
17 increases or decreases in expenses anticipated to occur within the  
18 year following the Debtors' bankruptcy filing.

19 21. The minimum monthly payments on the Debtors' \$655,486.75  
20 of unsecured debt (based upon minimum monthly payments estimated  
21 at between 2% and 3% of the outstanding principal balances on  
22 their total unsecured debt) were in excess of \$2,000.00 each  
23 month.

24 22. Given the Debtors' monthly net income, monthly living  
25 expenses, and circumstances as set forth in their sworn Schedules  
26 and sworn Statement of Financial Affairs, at the time the  
27 Defendant incurred the abovementioned \$11,064.46 in charges on  
28 this account, the Debtors had no monthly disposable income from

1 which to pay even the minimum monthly payments on their unsecured  
2 debt.

3       23. When the Defendant accepted and opened this credit  
4 account with the Plaintiff, he agreed to abide by the terms set  
5 forth in the account agreement.

6       24. The Defendant's use of this account was governed by the  
7 terms of the account agreement.

8       25. At the time the Defendant incurred the abovementioned  
9 \$11,064.46 in charges on this account, the Defendant represented  
10 that he had the intention to repay said debt to the Plaintiff  
11 pursuant to the terms of the account agreement.

12       26. At the time the Defendant incurred the abovementioned  
13 \$11,064.46 in charges on this account, the Defendant represented  
14 that he agreed to abide by the terms of the account agreement.

15       27. The dates when and the places where the Defendant made  
16 the abovementioned representations, are listed in the account  
17 statements marked Exhibit A, and attached hereto.

18       28. The Plaintiff relied upon the Defendant's  
19 representations of intent to repay the Plaintiff pursuant to the  
20 terms of the account agreement and representations of agreement  
21 to abide by the terms of the account agreement in allowing the  
22 Defendant to use this account and incur the charges between August  
23 12, 2010 and November 10, 2010, as set forth in Exhibit A,  
24 attached hereto.

25       29. The Defendant did not advise the Plaintiff that he would  
26 be unable to honor the above representations or that he would be  
27 unable to abide by the terms of the account agreement at the time  
28 //

1 that he made the representations and made the charges set forth  
2 in Exhibit A, attached hereto.

3 30. The Plaintiff was justified in its reliance upon the  
4 Defendant's representations of intent to repay the Plaintiff  
5 pursuant to the terms of the account agreement and representations  
6 of agreement to abide by the terms of the account agreement.

7 31. The Defendant incurred the abovementioned \$11,064.46 in  
8 charges on the Plaintiff's account at a time when the Defendant  
9 was unable to meet his existing financial obligations as they  
10 became due.

11 32. Based upon all of the above, at the time the Defendant  
12 incurred the abovementioned \$11,064.46 in charges, the Defendant  
13 intended to deceive the Plaintiff in that he either had no  
14 intention to repay said debt to the Plaintiff pursuant to the  
15 terms of the account agreement or the Defendant knew or should  
16 have known that he had no ability to repay said debt to the  
17 Plaintiff pursuant to the terms of the account agreement.

18 33. Based upon all of the above, at the time the Defendant  
19 incurred the abovementioned \$11,064.46 in charges, the Defendant  
20 intended to deceive the Plaintiff in that he made such  
21 representations of intent to repay the Plaintiff pursuant to the  
22 terms of the account agreement and representations of agreement  
23 to abide by the terms of the account agreement with a reckless  
24 disregard as to the truthfulness of said representations.

25 34. Therefore, the Defendant obtained said money from the  
26 Plaintiff by false pretenses, false representation, or actual  
27 fraud, in the amount of \$11,064.46, and for the above reasons,  
28 this indebtedness to Plaintiff, First National Bank of Omaha, is

1 nondischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(2)(A)  
2 and/or §523(a)(2)(C).

3 **WHEREFORE**, Plaintiff, First National Bank of Omaha,  
4 respectfully prays that this Court:

5 A. Determine that the Defendant's indebtedness to the  
6 Plaintiff is an exception to discharge pursuant to 11 U.S.C.  
7 §523(a)(2)(A) and/or §523(a)(2)(C),

8 B. Grant judgment to the Plaintiff, First National Bank of  
9 Omaha, against the Defendant, Roderick DeLos Reyes, in the amount  
10 of \$11,064.46, plus the \$250.00 Adversary Proceeding filing fee,  
11 for a total of \$11,314.46, plus interest from the date of the  
12 bankruptcy filing, plus the Plaintiff's other costs and  
13 disbursements incurred for the collection of this debt and of this  
14 action as permitted by applicable law, and

15 C. Grant the Plaintiff such other and further relief as to  
16 this Court seems just and proper.

17 Dated: March 21, 2011

18 /s/ Dennis Winters  
19 Dennis Winters, Esq., Bar No. 89872  
20 Attorney for Plaintiff  
21 Winters Law Firm  
22 1820 East 17th Street  
23 Santa Ana, CA 92705  
24 Telephone: 714-836-1381  
25 Facsimile: 714-542-2495  
26 Email: WINTERSLAWFIRM@cs.com  
27  
28

# **Exhibit A**



038859

First Bankcard  
P.O. Box 2557  
Omaha, NE 68103-2557

Account Number: 1198  
New Balance: ..... \$5,261.45  
Minimum Payment Due: ..... \$139.00  
Payment Due Date: ..... October 4, 2010

Make checks payable to First Bankcard  
Amount of Payment Enclosed

\$

RODERICK M DELOSREYES  
1447 ROBLES DR  
CHULA VISTA CA 91911-6903

Change of Address? Please  
check box and complete reverse side.

**SIGN HERE to enroll in SecureCredit® (See message for  
details) and to authorize charges to your account for program  
fees.**

**X**

**SIGN HERE TO ENROLL** Form K187 D0130

1198 0000000013900 0000000526145

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Platinum Edition © Visa

Account Number:  
1198**Account Summary**

Previous Balance ..... \$3,866.30  
Payments ..... -\$110.00  
Other Credits ..... -\$0.00  
Purchases ..... +\$1,417.83  
Balance Transfers ..... +\$0.00  
Cash Advances ..... +\$0.00  
Fees Charged ..... +\$0.00  
Interest Charged ..... +\$87.32  
**New Balance** ..... **\$5,261.45**

Statement Closing Date ..... 09/08/10  
Days in Billing Cycle ..... 33

Total Credit Limit ..... \$15,000.00  
Available Credit ..... \$9,738.00  
Cash Limit ..... \$3,000.00  
Available Cash ..... \$3,000.00

**Payment Information**

New Balance ..... \$5,261.45  
Minimum Payment Due ..... \$139.00  
Past Due Amount ..... \$0.00  
**Payment Due Date** ..... **October 4, 2010**

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	29 years	\$15,072
\$198	3 years	\$7,128 (Savings \$7,944)

If you would like information about credit counseling services, call 1-866-486-6322.

**Customer Service**Save Time and Stamps  
by Paying Online!**Call: Toll Free 1-888-295-5540**

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Visit: [www.unionbank.com](http://www.unionbank.com)**CreditWise™****Have you secured your identity from theft?**

Remember that the most common way identity thieves get their hands on your information is by going through your trash. Be sure to shred anything with sensitive information before throwing it away!

**Transaction Detail**

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Payments and Other Credits				
9-04	9-07	7441800250023000219048	PAYMENT - THANK YOU	\$110.00 (CR)
Transactions				
8-12	8-13	24692160225006520886808	APPLE STORE #R213 CHULA VISTA CA	\$734.45
8-27	8-27	244450024041119513762	CVSPHARMACY #9113 Q03 CHULA VISTA CA	\$63.65
8-28	8-28	24323000241254834010599	SAVORY BUFFET SAN DIEGO CA	\$105.74
8-28	8-28	24223690241702803098085	CANYON CLUB CHULA VISTA CA	\$18.50
8-30	8-31	24089000243243269788102	MAIL & PARCELS PLUS BONITA CA	\$14.27
8-31	9-01	24445000244418503765635	T.G.I. FRIDAY'S RANCHÓ SA EL CAJON CA	\$49.01
9-01	9-02	24323010245576724010163	BENIHANA CA #545 CARLSBAD CA	\$87.59
9-02	9-03	24164070246426580284707	CHILI'S GRILL200001727 Mira Mesa CA	\$49.15
9-03	9-03	24512390246900012000015	QUAID TEMECULA HARLEY-D TEMECULA CA	\$111.47
9-03	9-03	24425130247579542010291	BJ'S RESTAURANTS 456 TEMECULA CA	\$45.50
9-05	9-05	24301370248118000166723	RED RIBBON BAKESHOP #12 NATIONAL CITY CA	\$41.98
9-06	9-06	24046030249000184693541	CHEVRON 00209662 CHULA VISTA CA	\$32.37
9-07	9-07	24301370250118000100149	SWEETWATER HARLEY DAVIDSON NATIONAL CITY CA	\$64.15
Fees				
Total Fees For This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$87.32
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
Total Interest For This Period				\$87.32



Account Number:  
1198

Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) Variable Rate
Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	23.99% (v)	\$789.75	33	\$17.12
Cash Advance	29.99% (v)	\$0.00	33	\$0.00
Sep07 PR Special	19.99% (v)	\$434.84	33	\$7.85
Purchases 1	19.99% (v)	\$3,448.32	33	\$62.35

**2010 Total Year-to-Date**

Total fees charged in 2010 .....	\$39.00
Total interest charged in 2010 .....	\$443.61

#### Additional Information Regarding Your Account



SecureCredit<sup>®</sup> Debt Cancellation protects you and your family when life takes an unexpected turn. Events such as job loss, leave of absence or loss of life can affect your ability to pay your credit card bill. With SecureCredit<sup>®</sup> Debt Cancellation, you will have continued use of your card and protection of your good credit rating. The monthly program fees are only \$ .89 per \$100 of your outstanding new balance. Simply sign the box on the top portion of your statement and protect your account from the unexpected.

**Important Information:** Your purchase of the SecureCredit<sup>®</sup> product is optional. Whether or not you purchase this product will not affect your credit or the terms of any existing credit agreement you have with the bank. We will give you additional information before you are required to pay for this product. This information will include a copy of the contract containing the terms for this product. There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under this product. You should carefully read the contract for a full explanation of the terms of this product.

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2 (5 oz.) Top Sirloins,  
2 (5 oz.) Filet Mignons,  
8 (3 oz.) Gourmet Franks,  
4 (4 oz.) Omaha Steaks Burgers &  
6 (5.75 oz.) Stuffed Baked Potatoes  
Regular Price, \$130.00 - NOW ONLY \$48.99!  
That's 23 assorted gourmet items - ORDER NOW!  
Call 24 hours a day, 7 days a week - 1-800-867-9300 and  
ask for 40781ANJ or go to [www.osincentives.com/first](http://www.osincentives.com/first)



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This offer can only be redeemed online and by phone.  
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Account Alerts are one of the best ways to make sure your credit card isn't being used without your approval. Sign up for account alerts and be notified with the alerts of your choice and we'll send you an email keeping you up to date. *To enroll, just log in to the web address on the front of your statement, click the Account Services tab and sign up for the alerts of your choice.*



038964

RODERICK M DELOSREYES  
1447 ROBLES DR  
CHULA VISTA CA 91911-6903

First Bankcard  
P.O. Box 2557  
Omaha, NE 68103-2557

Account Number: 1198  
New Balance: \$8,622.10  
Minimum Payment Due: \$213.00  
Payment Due Date: November 4, 2010

Make checks payable to First Bankcard  
Amount of Payment Enclosed

\$

Change of Address? Please  
check box and complete reverse side.

SIGN HERE to enroll in SecureCredit® (See message for  
details) and to authorize charges to your account for program  
fees.  
 SIGN HERE TO ENROLL Form K18/00130

1198 0000000021300 0000000862210

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Platinum Edition © Visa

Account Number:  
1198

## Account Summary

Previous Balance .....	\$5,261.45
Payments .....	-\$140.00
Other Credits .....	-\$0.00
Purchases .....	+\$3,372.42
Balance Transfers .....	+\$0.00
Cash Advances .....	+\$0.00
Fees Charged .....	+\$0.00
Interest Charged .....	+\$128.23
<b>New Balance</b> .....	<b>\$8,622.10</b>
Statement Closing Date .....	10/06/10
Days in Billing Cycle .....	28
Total Credit Limit .....	\$15,000.00
Available Credit .....	\$6,377.00
Cash Limit .....	\$3,000.00
Available Cash .....	\$3,000.00



## Payment Information

New Balance .....	\$8,622.10
Minimum Payment Due .....	\$213.00
Past Due Amount .....	\$0.00
<b>Payment Due Date</b> .....	<b>November 4, 2010</b>

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	33 years	\$25,211
\$330	3 years (Savings \$13,331)	\$11,880

If you would like information about credit counseling services, call 1-866-486-6322.



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## Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
<b>Payments and Other Credits</b>				
9-18	9-20	74418000263023000120373	PAYMENT - THANK YOU	\$140.00 (CR)
<b>Transactions</b>				
9-07	9-08	24341290251251388010100	PF CHANGS #9811 OTAY RANCH CA	\$59.22
9-09	9-10	2461043025304056219758	LUXOR SHOWTICKETS LAS VEGAS NV	\$434.40
9-11	9-11	24717050254172544507774	SAN DIEGO LEATHER INC NATIONAL CITY CA	\$49.39
9-15	9-16	2422645025996001987894	PRESTIGE AUTO WASH & AUTO SAN DIEGO CA	\$32.96
9-16	9-17	24071050260158190342717	VALENTINO'S LOUNGE & G CHULA VISTA CA	\$51.12
9-16	9-17	244921502600520000155491	GEICO 800-841-3000 DC	\$1,663.70
9-17	9-17	24341290261251448010031	PAPA JOHNS #2258 TEMECULA CA	\$32.63
9-17	9-17	2451390260900012700052	QUAID TEMECULA HARLEY-D TEMECULA CA	\$185.98
9-18	9-18	2416407026248352016323	DSW SHOE WAREH00294017 CHULA VISTA CA	\$62.55
9-18	9-18	2430137026211800100103	SWEETWATER HARLEY DAVIDSON NATIONAL CITY CA	\$84.01
9-21	9-21	24445710264445261388567	RALPHS #0235 CHULA VISTA CA	\$29.90
9-20	9-22	24019510265265127445506	PHO GINGER GRILL NATIONAL CITY CA	\$21.88
9-23	9-23	24455010266142602163101	WAL-MART #5338 SAN DIEGO CA	\$81.52
9-23	9-24	24013390267001115467421	LOLITAS #3 SAN DIEGO CA	\$6.85
9-23	9-24	24013390267001115467124	LOLITAS #3 SAN DIEGO CA	\$31.97
9-24	9-24	24610430268004030221972	ROSS STORES #265 SAN DIEGO CA	\$21.73
9-24	9-24	24164070268214241288579	ON THE BORDER 00500025 SAN DIEGO CA	\$16.59
9-24	9-24	2476197026827518/010015	LIPS SAN DIEGO CA	\$19.50
9-24	9-24	2476197026827518/020205	LIPS SAN DIEGO CA	\$82.53
9-24	9-24	24323070268545982010217	CALIFORNIA PIZZA 071 SAN DIEGO CA	\$57.29
9-25	9-25	24445000269451916372190	CVSPHARMACY #9113 Q03 CHULA VISTA CA	\$85.56
9-26	9-26	24048030269000184940826	CHEVRON 00209663 CHULA VISTA CA	\$14.29
9-28	9-29	2442530272510271010218	PEPBOYS STORE # 701 ENCINITAS CA	\$14.66
10-01	10-01	24492800276118000181516	FREMONT-PARADISE BUFFET LAS VEGAS NV	\$38.89

Account Number:  
1198

### Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
10-01	10-01	24122470276800012500142	CHRISTIAN DESIGN LAS VEGAS NV	\$28.10
10-02	10-02	24717050275172796367332	BADCO INC PLEASANT HILL CA	\$66.48
10-03	10-03	24164070276619273895085	UNION 76 10073088 BARSTOW CA	\$9.07
10-03	10-03	24046030276000174501221	CHEVRON 00309203 PRIMM NV	\$7.11
10-04	10-05	24610430278004012604151	FITZGERALDS CASINO HOTEL LAS VEGAS NV	\$35.00
10-05	10-05	24445000279465584622908	WHOLEFDS LAJ 10066 LAJOLLA CA	\$27.54

## Fees

Total Fees For This Period **\$0.00**

## Interest Charged

Interest Charge on Purchases	\$128.23
Interest Charge on Cash Advances	\$0.00
Interest Charge on Balances Transfers	\$0.00
Total Interest For This Period	<b>\$128.23</b>

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(v) Variable Rate

Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	23.99% (v)	\$3,825.60	28	\$70.37
Cash Advance	29.99% (v)	\$0.00	28	\$0.00
Sep07 PR Special	19.99% (v)	\$355.98	28	\$5.45
Purchases 1	19.99% (v)	\$3,415.83	28	\$52.41

## 2010 Total Year-to-Date

Total fees charged in 2010 .....	\$39.00
Total interest charged in 2010 .....	\$571.84

## Additional Information Regarding Your Account



SecureCredit® Debt Cancellation protects you and your family when life takes an unexpected turn. Events such as job loss, leave of absence or loss of life can affect your ability to pay your credit card bill. With SecureCredit® Debt Cancellation, you will have continued use of your card and protection of your good credit rating. The monthly program fees are only \$.89 per \$100 of your outstanding new balance. Simply sign the box on the top portion of your statement and protect your account from the unexpected.

**Important Information:** Your purchase of the SecureCredit® product is optional. Whether or not you purchase this product will not affect your credit or the terms of any existing credit agreement you have with the bank. We will give you additional information before you are required to pay for this product. This information will include a copy of the contract containing the terms for this product. There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under this product. You should carefully read the contract for a full explanation of the terms of this product.

OMAHA STEAKS®  
SAVE 60% and Get a Chocolate Lover's Cake FREE!

The Superb Party Pack - ONLY \$52.99!

2 (6 oz.) Filet Mignons,

2 (6 oz.) Top Sirloins,

4 (4 oz.) Omaha Steaks Burgers,

4 (4 oz. approx.) Boneless Chicken Breasts &amp;

6 (5.75 oz.) Stuffed Baked Potatoes

Regular Price, \$132.00 - NOW ONLY \$52.99

That's 19 assorted gourmet items - ORDER NOW!  
Call 24 hours a day, 7 days a week - 1-800-867-9300 and  
ask for 40782ANK or go to [www.osincentives.com/first](http://www.osincentives.com/first)



TERMS AND CONDITIONS: Limit 2 at this special price.  
This offer can only be redeemed online and by phone.  
\*Standard shipping and handling will be applied  
per address. Offer expires 12/31/10.  
First Bankcard, a division of First National Bank of Omaha,  
does not warrant or take responsibility for the items or  
services offered and is not affiliated with Omaha Steaks.



041294

First Bankcard  
P.O. Box 2557  
Omaha, NE 68103-2557

RODERICK M DELOSREYES  
1447 ROBLES DR  
CHULA VISTA CA 91911-6903

Account Number: 1198  
New Balance: \$13,601.00  
Minimum Payment Due: \$440.00  
Payment Due Date: December 4, 2010

Make checks payable to First Bankcard  
Amount of Payment Enclosed

\$

Change of Address? Please  
check box and complete reverse side

SIGN HERE to enroll in SecureCredit® (See message for  
details) and to authorize charges to your account for program  
fees  
 X  
 SIGN HERE TO ENROLL

Form K147 00130

1198 0000000044000 0000001360100

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Platinum Edition © Visa

Account Number:  
1198

## Account Summary

Previous Balance ..... \$8,622.10  
Payments ..... \$260.00  
Other Credits ..... -\$0.00  
Purchases ..... +\$3,020.09  
Balance Transfers ..... +\$0.00  
Cash Advances ..... +\$1,900.00  
Fees Charged ..... +\$106.25  
Interest Charged ..... +\$212.56  
New Balance ..... \$13,601.00

Statement Closing Date ..... 11/05/10  
Days in Billing Cycle ..... 30

Total Credit Limit ..... \$15,000.00  
Available Credit ..... \$1,399.00  
Cash Limit ..... \$3,000.00  
Available Cash ..... \$968.00



## Payment Information

New Balance ..... \$13,601.00  
Minimum Payment Due ..... \$440.00  
Past Due Amount ..... \$0.00  
Payment Due Date ..... December 4, 2010

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	38 years	\$44,818
\$532	3 years (Savings \$25,666)	\$19,152

If you would like information about credit counseling services, call 1-866-486-6322.



## Customer Service

Call: Toll Free 1-888-295-5540

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Save Time and Stamps  
by Paying Online!Visit: [www.unionbank.com](http://www.unionbank.com)

## CreditWise™

Holiday shopping can put a strain on your credit. Keep track of your spending by collecting receipts and adding them up, like you would do when balancing a checkbook. That can help you avoid a January surprise!



## Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
<b>Payments and Other Credits</b>				
10-18	10-18	74418000291023000083397	PAYMENT - THANK YOU	\$260.00 (CR)
<b>Transactions</b>				
10-06	10-07	24299160280906554607336	JCPENNEY STORE 2783 TEMECULA CA	\$118.35
10-06	10-08	24323010281581259010401	BLACK ANGUS TEMECULA TEMECULA CA	\$60.77
10-09	10-09	2449215028320679910036	CARDIFF BEACH HOUSE INC CARDIFF BY TH CA	\$44.54
10-09	10-09	24046030282000164653042	CHEVRON 00209663 CHULA VISTA CA	\$14.30
10-10	10-10	24224430284103003693684	GOLDILOCKS BAKERSH NATIONAL CITY CA	\$31.65
10-10	10-10	24455010283142602010855	WAL-MART #3516 SE2 CHULA VISTA CA	\$139.17
10-11	10-11	24224430285103003813281	GOLDILOCKS BAKERSH NATIONAL CITY CA	\$66.02
10-12	10-12	246921602850003616884587	PAYPAL "HINSEYSPROP402-935-7733 IN	\$282.00
10-12	10-12	24493980286191001424828	BEVERAGES & MORE #11 ENCINITAS CA	\$130.92
10-13	10-14	74418000287003287001919	USB CHULA VISTA RALPHS CHULA VISTA CA	\$500.00
10-13	10-14	24071050281997137669769	TODO SUSHI CARLSBAD CA	\$57.43
10-15	10-15	24323000289123288010236	HARLEY DAVIDSON OF EL EL CAJON CA	\$104.21
10-15	10-15	24323010289572237011139	PHO HIEP & GRILL CHULA VISTA CA	\$40.98
10-16	10-16	24046030289000163471134	CHEVRON 00209663 CHULA VISTA CA	\$22.83
10-16	10-16	24427330290710006387079	DENNY'S #8176 TEMECULA CA	\$47.25
10-16	10-19	744180002920032920065998	7040 ARCHIBALD AVE CORONA CA	\$400.00
10-19	10-19	2404603029300013957203	CHEVRON 00209663 CHULA VISTA CA	\$31.81
10-20	10-20	24455010293142001774194	WAL-MART #2708 SE2 TEMECULA CA	\$101.34
10-20	10-21	24445000294486410562952	IN-N-OUT BURGERS #200 TEMECULA CA	\$17.35
10-20	10-21	24610430294004040705710	ROSS STORES #639 TEMECULA CA	\$76.07
10-18	10-22	24323000295123510010055	HANA JAPANESE RESTAURANT OCEANSIDE CA	\$27.70
10-21	10-22	24455000297490090397258	CVS PHARMACY #9162 LA MESA CA	\$50.00
10-22	10-22	24164070296931360573202	AMC MISSION VA04002465 San Diego CA	\$23.00

Account Number:  
1198

Transaction Detail				
Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
10-24	10-25	24472330298710008104938	DENNY'S INC CHULA VISTA CA	\$20.00
10-24	10-25	2407105029897164700399	CYCLE VISIONS SAN DIEGO CA	\$65.20
10-24	10-25	242316829807102499672	THE BREW HOUSE AT EASTLK CHULA VISTA CA	\$45.04
10-24	10-26	7441800029903299006838	USB CHULA VISTA RALPH'S CHULA VISTA CA	\$500.00
10-26	10-26	24455010299142001998482	WAL-MART #3516 SE2 CHULA VISTA CA	\$53.94
10-26	10-26	24455010299142001998557	WAL-MART #3516 SE2 CHULA VISTA CA	\$146.97
10-26	10-26	24455010299142001998656	WAL-MART #3516 SE2 CHULA VISTA CA	\$156.62
10-26	10-26	24455010299142002001609	WAL-MART #3516 SE2 CHULA VISTA CA	\$53.94
10-27	10-27	24110390301292001087231	ALDO US #2914 6194284817 CA	\$77.20
10-27	10-28	24001750301437531306214	ADIDAS 153 SAN DIEGO CA	\$48.93
10-27	10-28	24792620301485011922461	MICHAEL KORS RETAIL INC SAN DIEGO CA	\$183.79
10-28	10-29	24164070102426520292399	CHILI'S GR17200001727 Mira Mesa CA	\$43.33
10-29	10-29	24399000302295070301783	BEST BUY MHT 00010769 TEMECULA CA	\$145.47
10-30	10-30	24717050304733043844648	JEONGWON SAN DIEGO CA	\$76.21
10-30	10-30	24122470304900003046300	FOREIGN EXCHANGE SAN DIEGO CA	\$73.95
11-03	11-04	74418000308003308001241	SANTEE WÜ SANTEE CA	\$500.00
11-04	11-04	24455010308142001656984	WAL-MART #3516 SE2 CHULA VISTA CA	\$217.85
11-04	11-04	24110390309292001256885	ALDO US #2210 6194822709 CA	\$123.96
<b>Fees</b>				
10-13	10-14	74418000287003287001902	ATM SURCHARGE CHULA VISTA CA	\$3.00
10-13	10-14	7441840028700028700330	CASH ADVANCE FEE 07 500.00	\$25.00
10-16	10-19	744180002900329007004	ATM SURCHARGE CORONA CA	\$2.75
10-16	10-19	7441840029006792080330	CASH ADVANCE FEE 07 400.00	\$20.00
10-24	10-26	74418000299003299006848	ATM SURCHARGE CHULA VISTA CA	\$3.00
10-24	10-26	74418000299002990080330	CASH ADVANCE FEE 07 500.00	\$25.00
11-03	11-04	74418000308003308001233	ATM SURCHARGE SANTEE CA	\$2.50
11-03	11-04	744184003080030800330	CASH ADVANCE FEE 07 500.00	\$25.00
<b>Total Fees For This Period</b>				
<b>Interest Charged</b>				
Interest Charge on Purchases				
Interest Charge on Cash Advances				
Interest Charge on Balances Transfers				
<b>Total Interest For This Period</b>				
<b>Your Annual Percentage Rate (APR) is the annual interest rate on your account.</b>				
(v) Variable Rate				

Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	23.99% (v)	\$6,437.70	30	\$126.88
Cash Advance	29.99% (v)	\$1,007.51	30	\$24.84
Sep07 PR Special	19.99% (v)	\$284.86	30	\$4.67
Purchases 1	19.99% (v)	\$3,416.87	30	\$56.17

**2010 Total Year-to-Date**

Total fees charged in 2010 ..... \$145.25  
 Total interest charged in 2010 ..... \$784.40

## Our Commitment To You...

We are committed to providing our customers with quality products, superior service, and our continued support and respect.

Account Number:  
1198

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### Additional Information Regarding Your Account



SecureCredit® Debt Cancellation protects you and your family when life takes an unexpected turn. Events such as job loss, leave of absence or loss of life can affect your ability to pay your credit card bill. With SecureCredit® Debt Cancellation, you will have continued use of your card and protection of your good credit rating. The monthly program fees are only \$.89 per \$100 of your outstanding new balance. Simply sign the box on the top portion of your statement and protect your account from the unexpected.

**Important Information:** Your purchase of the SecureCredit® product is optional. Whether or not you purchase this product will not affect your credit or the terms of any existing credit agreement you have with the bank. We will give you additional information before you are required to pay for this product. This information will include a copy of the contract containing the terms for this product. There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under this product. You should carefully read the contract for a full explanation of the terms of this product.

**GOOD NEWS!** We recently made changes to your account that result in a **lower Late Payment and Returned Payment Fee structure**. Please read below to see the new terms and when the changes were effective on your account. We value your business. Thank you for being our customer.

#### Important Changes to Your Account Terms

The following is a listing of changes that were made to your account terms. These changes were effective on August 20, 2010, and were made due to new laws and regulations.

Revised Terms, as of 8/20/2010	
Late Payment Fee	Up to \$25 for the first occurrence and up to \$35 for subsequent occurrences
Returned Payment Fee (Payment Dishonored)	Up to \$25 for the first occurrence and up to \$35 for subsequent occurrences

The Late Payment Fee and Returned Payment Fee (Payment Dishonored Fee) will be assessed as follows: up to \$25 for the first occurrence; and up to \$35 for each subsequent occurrence of the same type during the next six billing cycles.

#### Important Changes to Your Account Terms:

The following is a summary of changes that are being made to your account terms. Changes to APRs described below are due to a decline in your creditworthiness. **If you do not want these changes to apply, you should discontinue further transactions on your account.**

These changes will impact your account as follows:

**Transactions made on or after November 24, 2010:**  
As of December 24, 2010, any changes to APRs described below will apply to these transactions (except transactions subject to Special Offers).

**Transactions made before November 24, 2010:**  
Current APRs will continue to apply to these transactions.

**If you are already being charged a higher Penalty APR:**  
In this case, any changes to APRs described below will not go into effect at this time. These changes will go into effect when the Penalty APR no longer applies to your account.

## Thanks for being our cardmember!

We're proud to be your credit card of choice, and we remain committed to serving your financial needs as your situation changes, delivering practical solutions to your changing challenges.

***We're always available, by phone or online, 24 hours a day.***

Account Number:  
1198

Revised Terms, as of December 24, 2010:	
APR for Purchases	<b>25.99%.</b> This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>29.99%.</b> This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	<b>25.99%</b> This APR will vary with the market based on the Prime Rate.

The Preferred APR for Purchases and Balance Transfers on your account may vary and will be an **\*\*ANNUAL PERCENTAGE RATE\*\*** equal to the Index plus a Margin of 22.74%. Currently this **\*\*ANNUAL PERCENTAGE RATE\*\*** is 25.99% (a daily periodic rate of 0.0712%).

The Preferred APR for Cash Advances on your account may vary and will be an **\*\*ANNUAL PERCENTAGE RATE\*\*** equal to the Index plus a Margin of 26.74%. Currently this **\*\*ANNUAL PERCENTAGE RATE\*\*** is 29.99% (a daily periodic rate of 0.0822%).

The Index used to determine your variable APRs is the U.S. Prime Rate shown in the "Money Rates" section of The Wall Street Journal on the last day the rate is published in each calendar month (the determination date). The Index will be effective for the entire billing cycle that ends in the second month after the determination date. For example if your billing cycle ends in July, we will use the Index determined on the last day the rate is published in The Wall Street Journal in May.

You may avoid being impacted by these rate increases by either no longer using your account or by closing it.

This action was taken based on use of a credit scoring system that assigns a point value to various items of information. These point values are based upon the results of analyses of repayment histories of large numbers of customers. The reasons you did not score well compared with other customers were:

1. Serious delinquency
2. Utilization of revolving account(s) too high
3. Time since delinquency is too recent or unknown

Our decision was based in part on information obtained in a report from the consumer reporting agency listed below. The reporting agency played no part in our decision and is unable to supply specific reasons why these changes were made. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. The consumer reporting agency is:

Experian Inc., 701 Experian Pkwy, P.O. Box 2002, Allen, TX 75013, (888) 397-3742.



040842

RODERICK M DELOSREYES  
1447 ROBLES DR  
CHULA VISTA CA 91911-6903

First Bankcard  
P.O. Box 2557  
Omaha, NE 68103-2557

Account Number: 1198  
New Balance: \$15,325.02  
Minimum Payment Due: \$956.00  
Payment Due Date: January 4, 2011

Make checks payable to First Bankcard  
Amount of Payment Enclosed

\$

Change of Address? Please  
check box and complete reverse side.   
SIGN HERE to enroll in SecureCredit® (See message for  
details) and to authorize charges to your account for program  
fees.   
SIGN HERE TO ENROLL Form K187 00130

1198 0000000095600 0000001532502

PI FOLD DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Platinum Edition® Visa

Account Number:  
1198

## Account Summary

Previous Balance	\$13,601.00
Payments	\$0.00
Other Credits	\$0.00
Purchases	+\$854.15
Balance Transfers	-\$0.00
Cash Advances	+\$500.00
Fees Charged	+\$52.50
Interest Charged	+\$317.37
<b>New Balance</b>	<b>\$15,325.02</b>
Statement Closing Date	12/07/10
Days in Billing Cycle	32
Total Credit Limit	\$15,000.00
Available Credit	\$0.00
Cash Limit	\$3,000.00
Available Cash	\$0.00



## Payment Information

New Balance	\$15,325.02
Minimum Payment Due	\$956.00
Past Due Amount	\$440.00
<b>Payment Due Date</b>	<b>January 4, 2011</b>

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	39 years	\$50,670
\$602	3 years (Savings \$28,998)	\$21,672

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service Call: Toll Free 1-888-295-5540

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Save Time and Stamps  
by Paying Online!Visit: [www.unionbank.com](http://www.unionbank.com)

CreditWise™

Happy holidays! Keep in mind that the busy holiday shopping season is also prime season for identity thieves. Keep an eye on your card at the register, destroy all sensitive documents before throwing them away, and check your credit reports for suspicious activity at least once a year.

## Important Information Regarding Your Account

Your account is past due. If your account is not already closed, your ability to use this account has been suspended. Please submit a payment by return mail.

We may report information about your account to credit bureaus.  
Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



## Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
<b>Transactions</b>				
11-05	11-05	241640703102525001489	MOTEL 6 00013532 CARPINTERIA CA	\$77.02
11-05	11-05	2416407031025659076339	CHILI'S GRI45300004531 Santa Clara CA	\$19.78
11-06	11-06	2471705031133118673070	THE FIREHOUSE VENICE CA	\$47.60
11-07	11-07	24692160311000712940377	NEW MANDARIN CANTON LL CHULA VISTA CA	\$48.40
11-05	11-09	74418000313003313004670	STEVENSON RANCH W/U STEVENSON RCH CA	\$500.00
11-09	11-09	24493960311326605030206	SAN DIEGO HARLEY DAVIDSON SAN DIEGO CA	\$80.15
11-08	11-09	24445000313512911262198	CVSPHARMACY #9113 Q03 CHULA VISTA CA	\$54.99
11-08	11-09	24323010313545029010118	CALIFORNIA PIZZA 071 SAN DIEGO CA	\$67.65
11-09	11-09	2445501031342001975037	WAL-MART #3516 SE2 CHULA VISTA CA	\$147.13
11-09	11-09	24445000314513746130273	HTB #0735 OCEANSIDE OCEANSIDE CA	\$16.29
11-10	11-10	24226450315980019827996	PRESTIGE AUTO WASH & AUTO SAN DIEGO CA	\$32.96
11-11	11-11	24445710315519832638534	RALPHS #0235 CHULA VISTA CA	\$135.16
11-11	11-12	24425130310510315010834	PEPBOYS STORE # 872 CHULA VISTA CA	\$38.02
11-10	12-06	2441290034098000782891	ALAS CARGO NATIONAL CITY CA	\$89.00
<b>Fees</b>				
11-05	11-09	74418000313003313004688	ATM SURCHARGE STEVENSON RCH CA	\$2.50
11-05	11-09	74418000313003313004690	CASH ADVANCE FEE 07 500.00	\$25.00

Account Number:  
1198

#### Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
12-06	12-07	74418400341000341062/00	LATE FEE	\$25.00
<b>Total Fees For This Period</b>				
				<b>\$52.50</b>
<b>Interest Charged</b>				
			Interest Charge on Purchases	\$249.21
			Interest Charge on Cash Advances	\$68.16
			Interest Charge on Balances Transfers	\$0.00
			<b>Total Interest For This Period</b>	<b>\$317.37</b>

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate

Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	23.99% (v)	\$1.56	32	\$0.03
Cash Advance	29.99% (v)	\$0.00	32	\$0.00
Sep07 PR Special	19.99% (v)	\$256.18	32	\$4.49
Purchases 1	19.99% (v)	\$3,455.91	32	\$60.59
Purchases 2	23.99% (v)	\$8,757.20	32	\$184.10
Cash Advance 2	29.99% (v)	\$2,591.45	32	\$68.16

#### 2010 Total Year-to-Date

Total fees charged in 2010 .....	\$197.75
Total interest charged in 2010 .....	\$1,101.77

#### Additional Information Regarding Your Account



SecureCredit<sup>SM</sup> Debt Cancellation protects you and your family when life takes an unexpected turn. Events such as job loss, leave of absence or loss of life can affect your ability to pay your credit card bill. With SecureCredit<sup>SM</sup> Debt Cancellation, you will have continued use of your card and protection of your good credit rating. The monthly program fees are only \$.89 per \$100 of your outstanding new balance. Simply sign the box on the top portion of your statement and protect your account from the unexpected.

**Important Information:** Your purchase of the SecureCredit<sup>SM</sup> product is optional. Whether or not you purchase this product will not affect your credit or the terms of any existing credit agreement you have with the bank. We will give you additional information before you are required to pay for this product. This information will include a copy of the contract containing the terms for this product. There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under this product. You should carefully read the contract for a full explanation of the terms of this product.

#### Notice of Changes to your Account:

A recent review of your account has resulted in a decrease to your revolving credit limit. Your new revolving credit limit is \$15,000 and your cash limit is now \$0. We decreased your credit limit due to the following reason(s):

1. Serious delinquency
2. Utilization of revolving account(s) too high
3. Number of accounts with delinquency

## Our Commitment To You...

We are committed to providing our customers with quality products, superior service, and our continued support and respect.

Account Number:  
1198

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### Additional Information Regarding Your Account

Our decision was based in part on information obtained in a report from the consumer reporting agency listed below. The reporting agency played no part in our decision and is unable to supply specific reasons why these changes were made. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. The consumer reporting agency is:

Experian Inc., 701 Experian Pkwy, P.O. Box 2002, Allen, TX 75013, (888) 397-3742.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

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OMAHA STEAKS®  
SAVE 60% and Get a Chocolate Lover's Cake FREE!  
The Super Party Pack - ONLY \$52.99!  
2 (6 oz.) Filet Mignons,  
2 (6 oz.) Top Sirloins,  
4 (4 oz.) Omaha Steaks Burgers,  
4 (4 oz. approx.) Boneless Chicken Breasts &  
6 (5.75 oz.) Stuffed Baked Potatoes  
Regular Price, \$132.00 - NOW ONLY \$52.99  
That's 19 assorted gourmet items - ORDER NOW!  
Call 24 hours a day, 7 days a week - 1-800-867-9300 and  
ask for 40782ANK or go to [www.osincentives.com/first](http://www.osincentives.com/first)



Terms and Conditions: Limit 2 at this special price.  
This offer can only be redeemed online and by phone.  
\*Standard shipping and handling will be applied  
per address. Offer expires 12/31/10.  
First Bankcard, a division of First National Bank of Omaha,  
does not warrant or take responsibility for the items or  
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## B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
<b>PLAINTIFFS</b> FIRST NATIONAL BANK OF OMAHA		<b>DEFENDANTS</b> RODERICK DELOS REYES
<b>ATTORNEYS</b> (Firm Name, Address, and Telephone No.) DENNIS WINTERS, ESQ., WINTERS LAW FIRM 1820 E. 17th Street, Santa Ana, CA 92705, 714-836-1381		<b>ATTORNEYS</b> (If Known)
<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		<b>PARTY</b> (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee
<b>CAUSE OF ACTION</b> (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Complaint seeking an exception to discharge pursuant to 11 U.S.C. Section 523(a)(2)(A) and/or Section 523 (a)(2)(C), for cash advances and purchases prior to the bankruptcy filing.		
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other		<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other
<b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property		<b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other
<b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)		<b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest
<b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)		<b>FRBP 7001(9) Declaratory Judgment</b> <input type="checkbox"/> 91-Declaratory judgment
<b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation		<b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause
<b>FRBP 7001(6) – Dischargeability</b> <input checked="" type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <b>(continued next column)</b>		<b>Other</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et.seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
<input type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ 11 (000)
Other Relief Sought None		

## B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Roderick DeLos Reyes and Jocelyn DeLos Reyes	BANKRUPTCY CASE NO. 10-22310-MM7	
DISTRICT IN WHICH CASE IS PENDING SOUTHERN DISTRICT OF CALIFORNIA	DIVISION OFFICE SAN DIEGO	NAME OF JUDGE Hon. Margaret M. Mann
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
<p>/s/ DENNIS WINTERS</p>   		
DATE 03/21/2011	PRINT NAME OF ATTORNEY (OR PLAINTIFF) DENNIS WINTERS, ESQ. STATE BAR NO. 89872	

## INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.